

THIS IS NOT AN INSURANCE PRODUCT

**PUMPKIN WELLNESS CLUB
MEMBERSHIP AGREEMENT**
Version 1.0

Table of Contents

1. Term & Eligibility; Fees.	2
2. Benefits.	2
3. Payment.	3
4. Refund Procedures.	4
5. Renewal and Termination of Subsequent Renewal Terms.	4
6. Termination.	5
7. Contacts.	7
8. Data Ownership.	7
9. Disclaimer; Liability.	7
10. Dispute Resolution—Arbitration Agreement.	8
11. Assignment; Modification.	9
12. Other.	9
13. Contact Us.	10

Sprout Wellness Services LLC d/b/a Pumpkin Wellness Club (“**Pumpkin Wellness Club**”, “**We**”) is pleased to offer membership plans (“Membership Plan(s)”) in Pumpkin Wellness Club, where we are dedicated to help provide the yearly care your pet needs to stay healthy. Your membership plan includes:

- A preventive care subscription for you and each pet listed in your membership documents (each referred to herein as your “**Pet**”). If you have enrolled with more than one (1) Pet, the terms and conditions herein, including the Fees and benefit limits under the subscription plan, shall separately apply to each enrolled Pet.
- Access to additional value add services, which may include newsletters with helpful advice on keeping your pet healthy and happy, access to discounts on products and services, and more (“**Additional Value Add Services**”). Pumpkin reserves the right to change, alter or discontinue from time to time the additional value add services.

We may also provide from time to time small gifts, samples of products, and other offers of value to our members. Please note that these other offers may be offered on a limited basis such

as one-time only, or while supplies last. Pumpkin reserves the right to alter the benefits of membership and will provide reasonable notice of any changes.

Membership in Pumpkin Wellness Club is not a requirement to a purchase of any pet insurance policy, offered through Pumpkin or another pet insurance brand. Pumpkin Wellness Club is a non-insurance product that is separate from the any pet insurance policy, including Pumpkin Pet Insurance policies – you may choose to purchase this wellness plan, a pet insurance policy, or both. Sprout Wellness Services LLC (d/b/a Pumpkin Wellness Club) is a wholly owned subsidiary of Pumpkin Insurance Services Inc.

The terms and conditions below include a dispute resolution provision that requires individual arbitration and class action waiver unless you opt out or an exception applies. **See Section 10 for additional details.**

With your membership in Pumpkin Wellness Club, subject to the below described terms and conditions, you are eligible to receive the benefits of membership and our preventive care subscription you choose and as described on your Membership Summary Page for you and each enrolled Pet on the following terms and conditions:

1. Term & Eligibility; Fees.

The Fees and benefits which are included with your membership plan will be specified on the Membership Summary Page. In addition, the following terms apply:

Initial Membership Term	Twelve (12) months from receipt of your first monthly Fees (“Initial Membership Term”). Your specific initial enrollment date and renewal date may be found in your member account accessible at www.pumpkin.care .
Automatic Renewal	Your membership in Pumpkin Wellness Club will automatically renew for an additional twelve (12) months (“ Renewal Term ”) at the end of the Initial Term and at the end of each Renewal Term. Prior to the end of the Initial Term or any Renewal Term, you may elect to cancel your membership in <i>Pumpkin Wellness Club</i> . See Section 5 for additional details.
Fees	Your Pumpkin Wellness Club membership monthly or annual Fees are specified on your Membership Summary Page

2. Benefits of Membership.

Through your membership, you and each enrolled Pet will be eligible for the benefits which are further listed on your Membership Summary Page and defined (where applicable) in our [Pumpkin Wellness Club subscription](#) (“**Subscription Benefits**”) and Additional Value Add Services (together, the “**Benefits**”). Your Subscription Benefits depends on the Membership Plan You elect when you become a member. There are important terms and limitations that apply to these benefits, to the extent they are part of your membership, described below. Please note that your Pet may receive the services during a single veterinarian visit or they may be separately provided.

(a) **General Terms and Limitations.**

- i. Except as further discussed below, Pumpkin will provide the Subscription Benefit based on the actual cost paid by you for each of the Benefits listed on your Membership Summary Page, up to the dollar amount specified next to each of the Benefits per plan year.
- ii. Subscription Benefits are available beginning 2 weeks (14 calendar days) prior to your Initial Membership Term and during any membership term when your Fees are paid through the date of service.
- iii. **Subscription Benefits are only available for services performed by Veterinarians.** Wellness services must be administered or provided by a Veterinarian. A “**Veterinarian**” shall mean a licensed veterinarian, veterinary technician, assistant or authorized representative under the veterinarian’s supervision.
- iv. **Self Administration.** Subscription Benefits are not available for vaccines, tests or services that you administer or provide yourself (even if you are a Veterinarian).
- v. **Subscription Benefits are only available up to the maximum benefit per membership plan year or the Actual Cost,** whichever is lower. “Actual Cost” **only applies to the cost of the actual vaccine, product, test or service (as applicable)** and excludes applicable sales tax, and any veterinarian or other fees, including, but not limited to, waste disposal, injection fees, treatment for illness, injury, or adverse reactions, failure of the vaccine, product, test or service to detect, test, treat or protect against a condition or illness, or (except for Wellness Office Visit Benefit, if applicable) office visit charges.
- vi. **No Insurance Coverage.** Subscription Benefits are **NOT AVAILABLE for diagnosis or treatment of any illness or injury.**
- vii. **Bundled Charges.** If your Pet’s veterinarian invoices any service that may be defined as a Subscription Benefit as part of a bundled charge listed as a single charge, or as part of a bundled charge with other services or tests listed as a single charge, or otherwise where an itemized invoice is not provided or available, then the claim is processed by taking the cost of the package and dividing by the number of eligible Subscription Benefit items included in the bundle charge or non-itemized invoice.
- viii. **Subscription Benefits procured in membership terms.** You must submit your claim for a Subscription Benefit under this Membership Agreement for a given annual term no later than 60 calendar days following the end of such annual term, *provided, however,* that if your Membership Plan has been canceled mid-term during a plan year then your last day to submit a claim is the date of Membership Plan termination.

(b) **Changes to Membership Plan.** No changes between Membership Plans are allowed mid-term during a plan year. For changes at renewal, please see Section 5.

3. Payment. By signing this Membership Agreement, **you agree that Pumpkin may charge the credit card that you have provided** for the monthly Fees specified in your

Membership Selection Page plus tax (if applicable) upon your enrollment in *Pumpkin Wellness Club* and on a recurring basis in each subsequent month during the term. You specifically agree that **we may charge your credit card on file each month or year (as applicable), including upon renewal as described below.** You agree to provide updated credit card information if necessary. We may obtain updated information about the credit card you provide us from a service that supplies such information, including in circumstances where you fail to provide updated credit card information. If you selected an annual billing option (if available), **you agree that Pumpkin may charge the credit card that you have provided** for the annual Fees specified in your Membership Selection Page plus tax (if applicable) upon your enrollment in *Pumpkin Wellness Club* and **upon renewal as described below.**

4. Subscription Benefit Submission Procedures. To obtain a Subscription Benefit, you must submit via email or upload an image of your Pet’s veterinarian receipt through Pumpkin’s provided online portal for verification (“**Wellness Benefit Claim**”). Upon receiving an uploaded image of your Pet’s veterinarian receipt, Pumpkin shall provide you with the Subscription Benefit in accordance with the terms of this Membership Agreement by either check or ACH payment, based on your election.

- (a) Pumpkin may have or make arrangements with certain Veterinarians or Veterinary Clinics/Hospitals (“**Providers**”), that enable You to have your Provider submitting claims for Subscription Benefits on your behalf, or claims for Subscription Benefits be paid directly to such Providers. We will advise you of any such arrangements available to You.
- (b) Pumpkin reserves the right, in its sole discretion, to deny payment of any Subscription Benefit Claim at any time if Pumpkin reasonably believes that the claim is fraudulent or otherwise not allowed under this Membership Agreement.

5. Renewal and Termination of Subsequent Renewal Terms; Your Cancellation Rights. Unless otherwise determined by Pumpkin, **your membership in *Pumpkin Wellness Club* will automatically renew at the end of the Initial Term and each Renewal Term for another twelve (12)-month period. In its sole discretion, Pumpkin may decide not to renew your membership plan, in which case, Pumpkin will notify you, in writing (including electronically), of the same. Prior to the first day of the next twelve (12)-month membership term (“**Renewal Date**”), you may elect (A) not to renew your membership in *Pumpkin Wellness Club* for the next twelve-month period; or (B) change your Membership Plan Type to a different Plan Type available for you at time of renewal, by calling 1-866-243-4665 or by emailing wellness@pumpkin.care. Unless you have cancelled your membership by the Renewal Date or otherwise changed your Plan Type, without further notice to you except as required by law, the credit card that you provided will be charged after the Renewal Date.** Through this Membership Agreement, you agree to the automatic renewal of *Pumpkin Wellness Club* membership for the same plan, unless you cancel or modify your enrollment as described in this Membership Agreement. These membership terms and Fees are subject to change upon renewal, as will be communicated by Pumpkin by electronic mail (email) to your email address on file in advance of the end of the Initial Term or Renewal Term as applicable. You are deemed to accept such new terms and Fees unless you elect to cancel or modify your Membership Plan Type prior to renewal, and Pumpkin may update this Membership Agreement accordingly to reflect such new terms and Fees. **If you are also enrolled in a *Pumpkin Pet Insurance* policy, non-renewal, modification or cancellation of membership in**

the Pumpkin Wellness Club will not cancel, terminate, void, rescind or otherwise affect any Pumpkin Pet Insurance policy or any claim made under such policy.

6. Termination. Except for election not to renew your membership prior to the Renewal Dates, as described above, this Membership Agreement and your membership may be terminated only in the following circumstances:

- (a) **Termination by You:** You may terminate your membership only in the circumstances described below, with the corresponding cancellation refund eligibility, **by calling 1-866-243-4665 or emailing wellness@pumpkin.care.** As set forth in the table below, you may be eligible for a cancellation refund or may be responsible for additional Fees (the “**Outstanding Fees**”) plus tax (if applicable). All cancellation refunds will be applied to and all Outstanding Fees will be charged to the credit card that you provided on file.

Timing of termination request	Was Subscription Benefit paid to you?	Cancellation Refund available to you for membership Fees OR Outstanding Fees Owed by you?
Less than 30 days after the beginning of the Initial or Renewal Term	No	<u>All members:</u> Full cancellation refund of paid Fees to you and no obligation to pay any future monthly Fees
Less than 30 days after the beginning of the Initial or Renewal Term	Yes	<p><u>Monthly paying members</u> - If any Subscription Benefit was paid to you, and you elect to cancel during the Pet’s Initial Term or Renewal Term, then you will owe Pumpkin Outstanding Fees equal to actual amount paid to you for any Subscription Benefit during that membership year less the aggregate amount of Fees paid by you during that membership plan year. Following payment of the Outstanding Fees, you will have no obligation to pay any future monthly Fees.</p> <p>Example: If you have made one (1) monthly Fees payment for the first one (1) month of the Pet’s Initial Term in the amount of \$15, and you were paid a Subscription Benefit of \$75 and then elect to cancel mid-term, you will owe Outstanding Fees of the difference between the amount paid to you and the Fees paid by you (in the example: \$60). There will be no refund to you if the amount of Outstanding Fees is a negative number,</p> <p><u>Annually paying members</u> – No refund may be provided.</p>

Timing of termination request	Was Subscription Benefit paid to you?	Cancellation Refund available to you for membership Fees OR Outstanding Fees Owed by you?
More than 30 days after the beginning of the Initial or Renewal Term	No	<p><u>Monthly paying members</u> - Pro-rated refund of only your current month's paid Fees based upon the number of days left in the current month and no obligation to pay any future monthly Fees.</p> <p><u>Annually paying members</u> – No refund may be provided.</p>
More than 30 days after the beginning of the Initial or Renewal Term	Yes	<p><u>Monthly paying members</u> – If any Subscription Benefits were paid to you and you elect to cancel, during the Pet's Initial Term or Renewal Term, then you will owe Pumpkin Outstanding Fees equal to the actual amount paid to you for any Subscription Benefit during that plan year less the aggregate amount of Fees paid by you during that plan year. Following payment of the Outstanding Fees, you will have no obligation to pay any future monthly Fees.</p> <p>Example: If you have made two (2) monthly Fees payments for the first two (2) months of the Initial Term in the amount of \$30, and you received a Subscription Benefit in an amount equal to \$75 and then elect to cancel mid-term, you will owe Outstanding Fees in an amount equal to the difference between amount paid to you and the Fees paid by you (in the example: \$45).</p> <p>There will be no refund to you if Outstanding Fees are owed</p> <p><u>Annually paying members</u> – No refund may be provided.</p>

If you are also enrolled in a *Pumpkin Pet Insurance* policy and you elect to terminate your membership in *Pumpkin Wellness Club*, it will not **cancel, terminate, void, rescind or otherwise** affect your enrollment in *Pumpkin Pet Insurance*.

(b) Termination by Pumpkin: Pumpkin may, in its sole discretion, terminate your membership in the *Pumpkin Wellness Club* at any time, if (i) you made a material

misrepresentation when joining the *Pumpkin Wellness Club* or when submitting a request for a refund, or if you fail to pay your Fees; or (ii) if required by order of or agreement with any applicable governmental authority. Pumpkin will provide you with prompt notice of such termination. If you received a Subscription Benefit during the Initial or Renewal Term in which your enrollment is terminated, then you may owe Pumpkin Outstanding Fees pursuant to Section 6(a) above. If you did not receive a Subscription Benefit during the Initial or Renewal Term during which your membership is terminated, then you will not owe Pumpkin Outstanding Fees. If the termination is due to a requirement by order of or agreement with a governmental entity specified in clause (ii) above and you have not received a Subscription Benefit during the Initial or Renewal Term during which your membership is terminated, a refund will be provided in accordance with Section 6(a).

(c) Automatic Termination upon Nonpayment of Fees: Membership in *Pumpkin Wellness Club* shall automatically terminate if your membership Fees are unpaid for a period of sixty (60) days. Pumpkin will provide you with prompt notice of such membership termination. During any period in which membership Fees are not paid, Pumpkin reserves the right to deny payment of any Subscription Benefit for services incurred during such period. If you received a Subscription Benefit during the Initial or Renewal Term for a period in which you have not paid your Fees, then you may owe Pumpkin Outstanding Fees pursuant to Section 6(a) above. If you did not receive a Subscription Benefit during the Initial or Renewal Term in which you have not paid your Fees, then you will not owe Pumpkin Outstanding Fees and you may be eligible for a refund in accordance with Section 6(a).

7. Contacts. Pumpkin may need to contact either you or your Pet's veterinarian that provided the services pursuant to this Membership Agreement. Through this Membership Agreement you agree that Pumpkin may so contact you or your Pet's veterinarian.

8. Data Ownership. You agree that Pumpkin will own and may use for any purpose all data collected in connection with your membership once such data has been either (i) rendered anonymous in such a way that your identity is not or is no longer identifiable ("**anonymized**") or (ii) changed, transformed, re-arranged or otherwise manipulated into a usable and desired form ("**transformed**"). Pumpkin and its affiliates may use all collected data which has not been anonymized or transformed for internal business purposes, as described in Pumpkin's Privacy Policy available at <https://www.pumpkin.care/privacy-center/>.

9. Disclaimer; Liability. NEITHER PUMPKIN NOR ANY OF ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO MEMBERSHIP IN *Pumpkin Wellness Club* OFFERED HEREIN, OR ANY RELATED BENEFIT, PRODUCTS OR SERVICES. In no event shall Pumpkin or any of its affiliates be liable for property, special, collateral, incidental, punitive or consequential (including lost profits) damages. Total damages recoverable against Pumpkin or any of its affiliates shall be exclusively limited to the monthly Fees actually paid by Membership during the preceding six (6) months. For clarity, Pumpkin and its affiliates shall not be liable for any claims related to the Subscription Benefits (including vaccines, products, services or tests); a veterinarian's practice of veterinary medicine, administration of a vaccine, performance of an exam or test; or otherwise related to any other products or services sold, provided, covered, or refunded hereunder (including, without

limitation, product liability or lack of efficacy claims, claims related to failure to detect a condition, or claims related to any adverse events, reactions, or outcomes with respect to the Pet, any other animals, or any humans).

10. Dispute Resolution—Arbitration Agreement

Scope of the Arbitration Agreement. You and Pumpkin agree that any legal dispute between you and Pumpkin concerning or arising in any way out of this Membership Agreement and/or your membership in *Pumpkin Wellness Club*, any communications between you and Pumpkin, or your participation in any other program or service provided by Pumpkin shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. However, either you or Pumpkin may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. The term “dispute” means any dispute, action, claim, or other controversy between you and Pumpkin whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law. For the avoidance of doubt, this Section 10 does not apply to any Pumpkin insurance product even if You are enrolled in such policy.

Informal Dispute Resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Pumpkin at the address below under Contact Us or (2) to you at the billing address on file with Pumpkin. Both you and Pumpkin agree that this dispute resolution procedure is a condition precedent, which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the start of your membership. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email or letter to Pumpkin at the contact information below under Contact Us. You should include your printed name, mailing address, and the words “Reject Arbitration.”

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website at www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Pumpkin agree to conduct arbitration by teleconference, videoconference, or otherwise, any arbitration hearing shall take place in New York, NY. Except for a Dispute determined by the arbitrator to be frivolous or initiated in bad faith, Pumpkin will pay all filing, administrative, arbitrator and documents costs and expenses up to a total amount of \$1,000 and waives any rights it may have to recover an award of attorneys’ fees and expenses against you.

Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. YOU AND PUMPKIN ALSO AGREE THAT EACH MAY BRING

CLAIMS AGAINST THE OTHER IN ARBITRATION ONLY IN YOUR OR THEIR RESPECTIVE INDIVIDUAL CAPACITIES AND IN SO DOING YOU AND PUMPKIN HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION, ANY PRIVATE ATTORNEY GENERAL LAWSUIT OR PRIVATE ATTORNEY GENERAL ARBITRATION, AND ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including public injunctive relief. If a court decides that the limitations of this particular paragraph regarding class action waiver are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the state of your residence (determined by your billing address on file with Pumpkin) will govern. Pumpkin will provide notice of any material changes to this Arbitration Agreement. Except as set forth above with respect to the class action waiver, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of the Arbitration Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver. This Arbitration Agreement survives the end of the relationship between you and Pumpkin, including, without limitation, termination or cancellation of your *Pumpkin Wellness Club membership*.

11. Assignment; Modification. You may not assign any right or obligation hereunder without prior written consent from Pumpkin. Any attempted assignment in violation of this provision shall be void and of no effect. Pumpkin may modify this Membership Agreement [Definitions](#) (including *Pumpkin Wellness Club and the Subscription Benefit*) and your Membership Summary Page or any other policies or additional terms and conditions referenced herein at any time by contacting you by your e-mail listed in your account profile, by posting a revised version on our website, or by otherwise notifying you electronically; **provided** that we will provide at least ten (10) days advance notice for any adverse pricing changes. Subject to the ten (10) day advance notice requirement with respect to pricing changes, the modified terms will become effective upon posting or, if we notify you by email or otherwise, as stated in the email message or other notification. By continuing to use any products or services after the effective date of any modifications to this Membership Agreement, you agree to be bound by the modified terms. It is your responsibility to check our website regularly for modifications to this Membership Agreement. We last modified this Membership Agreement on the date listed at the end of this Membership Agreement.

12. Other. This Membership Agreement sets forth the entire Membership Agreement and understanding between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof; none of the terms of this Membership Agreement shall

be amended or modified except in writing by Pumpkin as set forth in Section 11 above. This Membership Agreement is void where prohibited by law.

13. Contact Us. For any questions or complaints regarding this Agreement please contact Sprout Wellness Services LLC at wellness@pumpkin.care or by mailing us at:

Sprout Wellness Services LLC

432 Park Ave South.

Floor 12

New York NY 10016

ATTN: Legal

Effective August 15, 2024